

SAVO, SCHALK, Corsini, Gillespie, O'Grodnick & Fisher, P.A.
Counsellors at Law
56 East Main Street, Suite 301
Somerville, NJ 08876
908-526-0707
John F. Bracaglia, Jr.
Attorney for Debtor
JB – 1479

In re:

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Reynan D. Tantoco

Chapter 13

Debtor.

Case No. 19-23005 CMG

**CERTIFICATION OF COUNSEL IN
OPPOSITION TO MOTION FOR RELIEF FROM AUTOMATIC STAY**

John F. Bracaglia, Jr., Esq., of full age, certifies as follows:

1. I am the attorney for the debtor. As such, I have full knowledge of all statements made.

2. On May 28, 2020, AmeriHome Mortgage forwarded a permanent loan modification through the DMM portal along with instructions for acceptance that it be signed and returned by June 11, 2020. Attached as Exhibit A is their forwarding cover letter.

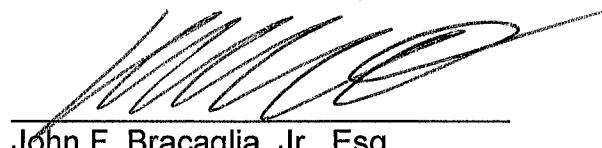
3. The debtor came to my office and signed that agreement. It was returned as per their instructions on May 29, 2020, through both the portal and by overnight mail. Confirmation is attached as Exhibit B.

4. AmeriHome does not deny receiving the signed modification agreement.

5. AmeriHome seems to be alleging that they made some type of error in the modification agreement and sent a revised agreement. If they did, it was never submitted through the portal. We were unaware of any such revised modification agreement after we submitted the signed agreement on May 29, 2020. Approximately a year later, they deny the modification.

6. AmeriHome previously sent a modification agreement by overnight mail addressed to my client at my prior office address of 77 North Bridge Street, Somerville, NJ 08876. We had moved from that address to our present address in August 2019. AmeriHome was, or should have been, aware of this. If in fact they did send a revised agreement, it was never forwarded to us. One would think that with an incorrect address, the overnight would have then been returned to AmeriHome. If it was, they never sought to inquire why it wasn't delivered to a proper address. They never sought to resend it.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



John F. Bracaglia, Jr., Esq.

Dated: July 15, 2021

EXHIBIT A



NMLS ID 135776

05/28/2020

Hours of Operation:
Customer Service: Monday - Friday, 8:30 AM to 10:00 PM ET
Collections Dept.: Monday - Friday, 8:30 AM to 10:00 PM ET

REYNAN TANTOCO
RAQUEL TANTOCO
77 NORTH BRIDGE STREET
SOMERVILLE, NJ 08876

Qualified Written Requests, notifications of error, or requests for information concerning your loan must be directed to: PO Box 77423, Ewing, NJ 08628

RE: Loan Number: 0072393499
Property Address: 1020 ARNOLD AVENUE
RARITAN, NJ 08869

Dear Borrower(s):

Congratulations, you are eligible for a Loan Modification, which will permanently change the terms of your mortgage! If you comply with the terms of the required Trial Period Plan, we will modify your mortgage and may waive all prior late charges that remain unpaid.

The enclosed modification agreement ("Loan Modification Agreement") reflects the proposed terms of your modified mortgage.

To Accept This Offer:

- ✓ **Sign Two (2) copies of all documentation included in the package and send the documents back to us in the enclosed, pre-paid envelope by 06/11/2020.** If you do not send both signed copies by the above date, you must contact us if you still wish to be considered for a workout option.
 - If any of the Agreement (s) has notary provisions at the end, you must sign both copies before a notary public and return the notarized copies to us.
- ✓ **Make all remaining trial period payments** on or before the dates they are due. If the trial period payments are made after their due dates or in amounts different from the trial period payment amount required, your mortgage may not be able to be modified. Payments can be made by phone or by mail:
By Phone: 855-501-3035
By Mail:
425 Phillips Blvd
Ewing, NJ 08618

To better understand the proposed terms of your modified mortgage, please read the attached summary of your modified mortgage and the Loan Modification Agreement.

Upon the Modification Agreement becoming binding and effective, the mortgage will be modified to reflect the following terms

****LOAN MODIFICATION TERMS****

- **Unpaid Principal Balance:** \$382,730.92
- **Modification Note Rate:** 3.75%
- **Date Note Rate is Effective:** 05/01/2020
- **Partial Claim Amount:** \$0.00

The Modified payment breakdown:

- **Principal & Interest:** \$1,227.82
- **Escrow:** \$906.99
- **Total Escrow Shortage Amount:** \$2,992.52
- **Monthly Escrow Shortage Amount:** \$49.88
- **New Monthly Payment Amount** (including escrow & escrow shortage, if applicable): **\$2,134.81**

Note: Escrow amount is subject to change as taxes and insurance amounts will vary.

The following is a breakdown of the Loan Modification.

****MODIFICATION TRANSACTION COSTS DUE****

Item	Amount (\$)
Processing Fee:	\$0.00
Recording Fee:	\$0.00
Escrow Advance and/or Setup:	\$19,857.81
Late Charges, NSF and/or Other Fees:	\$0.00
Attorney Fees/costs, if applicable:	\$0.00
Recoverable Advances, if applicable	\$5,088.29
Accrued Interest, if applicable	\$27,498.24
Misc:	\$0.00
Total Capped Amount	\$52,444.34

Please allow 30 to 45 days for the Loan Modification process to be completed.

NOTE: If applicable, your total mortgage payment may change due to changes in your escrow account.

Should we find any errors or omissions within this final modification package, we will make necessary corrections and re-issue these documents. Failure to sign, notarize and return the corrected final modification package may result in this offer being withdrawn. Don't delay - take advantage of this great offer by signing, dating and returning all original documents (including all copies) in this letter by 06/11/2020. We encourage you to make copies of all documents for your records.

By Mail: Loss Mitigation Department
PO Box 77408
Ewing, NJ 08628-6408

By Fax: 609-718-2655
By Email: DCCDocs@loanadminstration.com

Sincerely,

Loss Mitigation Department
LM023 009 LXS OE V8
Enclosures

Please be advised that if your loan is in a Special Flood Hazard Area (SFHA) and you are approved for a loan modification, you will be required to escrow the minimum amount of coverage required by the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4012a). If you are approved for a loan modification, you will be required to acknowledge receipt of the Federal and any State required Flood Insurance Coverage notices. If you currently have flood insurance, there may be an increase in your flood insurance premium.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If you are in active bankruptcy, this notice is for informational purposes only and is not an attempt to collect a debt in violation of the bankruptcy automatic stay. Your loan will be administered in your bankruptcy case. You have no affirmative obligation to respond to this notice.

NOTICE REGARDING DEBT DISCHARGED IN BANKRUPTCY – This notice is for informational purposes only and is not an attempt to collect a debt for which your personal liability has been discharged in bankruptcy. You no longer have any personal liability in connection with this mortgage loan and nothing in this notice is intended to state or imply otherwise. This notice is being sent with respect to our lien interest in the mortgaged property only. Any action taken is for the sole purpose of protecting our lien interest in the mortgaged property including the right to foreclose the mortgaged property. If you wish to retain your property, you may pay the amount due under the loan. Failure to make such payments to retain your property may only result in our exercising any lien rights against the mortgaged property and will not result in any personal liability to you.

LM023 009 LXS OE V8

SUMMARY

Here is a summary of your modified mortgage.

NEW/UNPAID PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums, and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance. In addition, your mortgage insurance premium may increase as a result of the higher mortgage loan balance. **If you fulfill the terms of the trial period including, but not limited to, making any remaining trial period payments, we will waive ALL late charges that have accrued and remain unpaid at the end of the trial period.**

INTEREST RATE. If interest rate is changing: The interest rate on your modified loan will be adjusted as noted in the attached Loan Modification Agreement in Section 2. If interest rate is not changing: The interest rate on your modified loan will not be adjusted. As a result, the existing interest rate on your mortgage loan will be applied to your modified loan as noted in the attached Loan Modification Agreement.

TERM EXTENSION. To reduce your mortgage payment, we may extend the term of your mortgage. If so, this means we will spread your payments over a longer period.

PARTIAL CLAIM. To further reduce your mortgage payment, we will defer collection of and not collect interest on \$0.00 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due. There is a promissory note for the partial claim included with the Loan Modification Agreement that requires to be notarized and signed.

DEFERRAL OF PRINCIPAL. To further reduce your mortgage payment, we will defer collection of and not collect interest on \$77,701.31 of your outstanding principal. You will not be required to make monthly payments on that portion. This portion of principal will be due when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due. There is a promissory note for the deferral of principal included with the Loan Modification Agreement that requires to be notarized and signed.

ESCROW ACCOUNT. Your modified monthly mortgage payments, as specified in the terms of your Loan Modification Agreement, will include an escrow amount (if required). Escrow items could include, but are not limited to the following: Property taxes, insurance (homeowner's insurance, hazard insurance and/or flood insurance), and homeowner's association dues. Due to this, your modified monthly mortgage payment may change if your property taxes and insurance premiums or other escrowed expenses change. Based on the investor's requirements and federal regulations, and the specific homeowner assistance program which you qualify for, you may be required to establish an escrow account, as part of the terms of your Loan Modification Agreement, even if you did not have an escrow account before. In this instance, any prior waiver of escrows by your lender is no longer in effect. Your initial monthly escrow payment will be \$857.11. This amount is not included in the loan payment noted in Section 2 of the enclosed Loan Modification Agreement; you must remit this amount separately.

ESCROW SHORTAGE. Due to the timing of your tax and insurance payments, we have determined that there is a shortage of funds in your escrow account in the amount of \$2,992.52. You may pay this amount over a five-year (60 months) period. This monthly payment has not been included in the monthly escrow payment stated above. If you wish to pay the total shortage now in a lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment. AmeriHome Mortgage Company, LLC may include alternative provisions to deal with an escrow shortage in accordance with applicable law.

PAYMENT TERMS. The enclosed Loan Modification Agreement includes your monthly principal and interest payment amount showing your payment for the life of your modified loan after the trial period. Please note that the amount shown on the Loan Modification Agreement does not reflect any applicable escrows. Be sure to include the escrows in your modified monthly mortgage payment. Please Note: Your modified

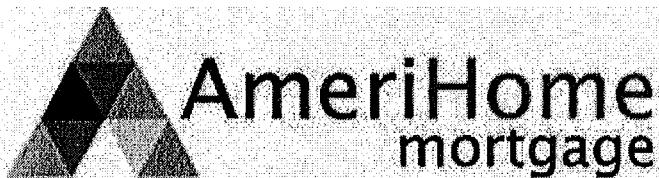
monthly payment may change if your property taxes and insurance premiums or other escrowed expenses change.

FEES. There are no fees or other charges for this modification.

COSTS. Loss mitigation options may have costs associated with them that you may be responsible for after completion of loss mitigation. Examples of these costs include title searches, appraisals and valuations. The costs may vary depending on the loan information, geographic area, etc. Please contact us for information on costs that may be associated with your loss mitigation evaluation.

LOAN MODIFICATION AGREEMENT. Please read the enclosed Loan Modification Agreement carefully and make sure that you understand it. If you have any questions, please contact us at 855-501-3035.

Enclosure ACH Form



Automatic Payment (ACH) Authorization

We offer a convenient system that automatically debits your payment from your checking or savings account each month. To take advantage of this **FREE** service, simply complete this form and return to: **Drafting Department, PO Box 77421, Ewing, NJ 08628, Fax: (609) 718-1735, or Email to amerihome@loanadministration.com.** For faster processing, you can sign up for monthly Automatic Payments online at amerihome.loanadministration.com.

I/We hereby authorize my/our lender, its successors, assigns, and subservicers to initiate a debit from my/our checking/savings account listed below for my/our recurring scheduled monthly loan payment. If the required payment changes for any reason, this authorization will be automatically amended to authorize the debit of an amount equal to the new required payment plus any optional additional principal that you indicate below.

Name: _____

Loan Number: _____

Bank Name: _____

ABA Routing Number: _____

Account Number: _____

Account Type
(please check one): Checking Savings

Draft my payment monthly (please check one):

<input type="checkbox"/> On the due date	<input type="checkbox"/> 1 day following due date	<input type="checkbox"/> 2 days following due date	<input type="checkbox"/> 3 days following due date	<input type="checkbox"/> 4 days following due date
<input type="checkbox"/> 5 days following due date	<input type="checkbox"/> 6 days following due date	<input type="checkbox"/> 7 days following due date	<input type="checkbox"/> 8 days following due date	<input type="checkbox"/> 9 days following due date

Bi-weekly loans will always be drafted on the due date regardless of which option is selected.

You will be notified of the month in which the first transfer will occur, and this notification will serve as a substitute of the photocopy of your authorization form. **Please continue making payments by check or online through the website (amerihome.loanadministration.com) until you are notified that this authorization has been processed.**

Optional: In addition to my/our regular payment, please deduct an additional \$ _____ **per debit** and apply to the principal. The authorization to initiate a debit from your account will remain in full force and effect until my/our lender receives written notice from you of its termination at least 15 business days prior to the next scheduled draft date, or in such manner and time frame as to afford my/our lender and its correspondent bank a reasonable opportunity to act upon it. Termination requests can be mailed, faxed, or emailed to: **Drafting Department, PO Box 77421, Ewing, NJ 08628 Fax: (609) 718-1735 Email: amerihome@loanadministration.com.**

Account Holder

Signature: _____ Date: _____

Joint Account Holder

Signature: _____ Date: _____

If you have questions regarding this program, please visit amerihome.loanadministration.com or email amerihome@loanadministration.com.

EXHIBIT B

 UPS Next Day Air® UPS Worldwide Express®	
Shipping Document	
See instructions on back. Visit UPS.com ® or call 1-800-PICK-UPS® (800-742-5877) for additional information and tariff/terms and conditions.	
TRACKING NUMBER 1Z F05 737 22 1009 632 8	
SHIPMENT FROM	
SHIPPERS UPS ACCOUNT NO. F 0 5 7 3 7	
REFERENCE NUMBER #7746-002 Tantoco	
NAME John F. Bracaglia, Jr. TELEPHONE 908-526-0707	
COMPANY SAVO SCHALK LAW OFFICES	
STREET ADDRESS 56 E MAIN STREET, SUITE 301	
CITY AND STATE ZIP CODE	
METHOD OF PAYMENT	
BILL SHIPPER'S ACCOUNT NUMBER X	
BILL RECEIVER PARTY DOMESTIC ONLY X	
BILL THIRD PARTY X	
CREDIT CARD X	
American Express Diner's Club MasterCard Visa	
RECORD ACCOUNT NO. IN SECTION 9	
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9 RECEIVER'S/THIRD PARTY'S UPS ACCT. NO. OR MAJOR CREDIT CARD NO. EXPIRATION DATE

THIRD PARTY'S COMPANY NAME

STREET ADDRESS

CITY AND STATE **ZIP CODE**

<p>Shipper authorizes UPS to act as forwarding agent for export control and customs purposes. Shipper certifies that these commodities, technology or software, if exported from the United States, were exported in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.</p> <p>SHIPPER'S SIGNATURE <i>J. Buskaw</i></p> <p>All shipments are subject to the terms contained in the UPS Tariff/Terms and Conditions of Service, which are available at UPS.com and local UPS offices.</p> <p>DATE OF SHIPMENT <i>2/21/01</i></p> <p>0101911202609 6/14 RRD</p>	
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UPS CORP.

Currently Viewing:

Borrower Name: Tantoco, Reynan
Property Address: 1020 Arnold Road Raritan, NJ 08869
Servicer Name: Cenlar FSB
Loan Number: 0072393499

Date	Activity By	Action Taken
06/02/2020 09:10:57 PM ET	Servicer	Message Sent
<p>From: Ladon Wilson (Servicer) Subject: RE: Signed modification agreement Message: Thank you.</p>		

above sent in reply to:

Date	Activity By	Action Taken
05/29/2020 03:37:28 PM ET	Attorney	Message Sent
<p>From: John F. Bracaglia, Jr. (Borrower Attorney) Subject: Signed modification agreement Message: Our client signed the modification agreement. Attached is a copy. We have sent it by UPS overnight. The tracking number is 1Z F05 737 22 1009 632 8.</p>		
<p>We have also filed a motion with the bankruptcy court for approval of the loan mod.</p>		
<p>Lynne Brokaw, Legal Assistant to John F. Bracaglia, Jr., Esq.</p>		
<p>Attached Files: Tantoco (Loan #0072393499) - Signed Loan mod agre (Added 05-29-2020)</p>		

Currently Viewing:

Borrower Name: Tantoco, Reynan
Property Address: 1020 Arnold Road Raritan, NJ 08869
Servicer Name: Cenlar FSB
Loan Number: 0072393499

Date	Activity By	Action Taken
05/28/2020 05:02:04 PM ET	Servicer	Message Sent

From: Ladon Wilson (Servicer)
Subject: RE: Modification agreement
Message:
Good afternoon,

I apologize for the delay; documents are attached. This loan was approved for a Modification. Attached is a copy of the unexecuted modification. This needs to be executed and sent to the address below no later than 06/11/2020. We need the executed modification documents sent to this address: 12700 Park Central Dr. Suite 850 Dallas TX 75251. We recommend sending the executed modification with tracking information so that it can be tracked after it is sent by your office. Please message us in the DMM Portal with the tracking number once it is sent.

Sincerely,

Ladon

Attached Files:
Tantoco (Loan #0072393499) - 5760750_1160_0072393499_CNLR_FINAL_MOD_CVR_LTR_PKG_20200528014004.pdf (Added 05-28-2020)
Tantoco (Loan #0072393499) - TantocoR 0072393499.pdf (Added 05-28-2020)
Tantoco (Loan #0072393499) - TantocoR0072393499 ExA.pdf (Added 05-28-2020)

above sent in reply to:

Date	Activity By	Action Taken
05/28/2020 03:40:57 PM ET	Attorney	Message Sent

From: John F. Bracaglia, Jr. (Borrower Attorney)
Subject: RE: Modification agreement
Message:
We never received the revised documents. Our client has contacted AmeriHome and no one can help him. He's transferred to one department to the other. We need the corrected documents ASAP.

Lynne Brokaw, Legal Assistant to John F. Bracaglia, Jr.

above sent in reply to: